

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

819



FROM: Economic Development Agency

SUBMITTAL DATE:
November 23, 2010

SUBJECT: Resolution No. 2010-296, Authorization to Purchase Real Property in the Unincorporated Area of Hemet, County of Riverside, California

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Resolution No. 2010-296, Authorization to Purchase Real Property located in the Unincorporated Area of Hemet, California, further described as County of Riverside Assessor's Parcel Numbers 465-020-010 and 465-020-011;
2. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions, and authorize the Chairman of the Board to execute the documents necessary to complete the purchase;

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 10,225,400	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Multi-Species Project Trust Fund (#5852) 44%; Western Riverside County Regional Conservation Authority (RCA) 7%; Open Space Mitigation Fee 4%; and State Wildlife Conservation Board (WCB) 45%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: None
 Abstain: Stone
 Date: December 7, 2010
 xc: EDA, CIP, Auditor, EO

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3.17 of 10/19/10

District: 3

Agenda Number:

3.15 a

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: Samuel Wong 11/23/10
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: Karin L. Watts-Bazan 10/15/10
 Karin L. Watts-Bazan, Deputy
 Policy Policy
 Consent Consent
 Dep't Recomm.: Per Exec. Ofc.:
 Reviewed by CIP TEAM
 Dean Deines

RECOMMENDED MOTION: (Continued)

3. Authorize and direct the Assistant County Executive Officer/EDA to certify acceptance of any documents running in favor of the County as part of this transaction;
4. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
5. Authorize the Auditor-Controller to amend the Economic Development Agency's FY 2010/11 Real Property budget as specified on Schedule "A".

BACKGROUND:

In May of 2008, the Environmental Programs Department and Western Riverside County Regional Conservation Authority (RCA) determined that the above-referenced property was described for Conservation and should be included in the Multiple Species Habitat Conservation Plan (MSHCP) Conservation Area if it could be acquired. The property includes vernal pool habitat essential for several vernal pool species covered by the MSHCP. Negotiations to acquire the property were initiated with the RCA but the parties were unable to come to agreement on terms. The property owner has requested and received assistance from County staff in facilitating an acquisition.

As part of this process, staff initiated the preparation of a new appraisal in order to assist in obtaining Section 6 matching funds from the State Wildlife Conservation Board (WCB). We anticipate that the County and RCA will provide local funding of 55% of the purchase price in order to obtain the 45% match in Section 6 funding. Funding is available from reserved Open Space Mitigation fees collected prior to approval of the MSHCP; from an established Multi-Species Project Trust Fund (#5852); and from the RCA (up to \$800,000). Staff has requested that this acquisition be scheduled for consideration by the WCB on November 18, 2010.

On October 19, 2010, the Board of Supervisors approved Resolution 2010-295, Notice of Intention to Purchase Real Property in the Unincorporated Area of Hemet, California

The purchase and conveyance of the property are exempt from the provisions of the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines, Section 15061 and General Rule and Section 15313, Class 13 - Acquisition of Lands for Wildlife Conservation Purposes, a Notice of Exemption was filed with the County Clerk on October 14, 2010 for the 30-day period. The project has therefore complied with the provisions of CEQA and no additional environmental analysis is required.

This Resolution has been reviewed and approved by County Counsel as to legal form.

Economic Development Agency

Resolution No. 2010-296 Authorization to Purchase Real Property in the Unincorporated Area of Hemet, County of Riverside, California

November 23, 2010

Page 3

FINANCIAL DATA:

The following summarizes the funding necessary to acquire Assessor's Parcel Numbers 465-020-010 and 465-020-011:

Purchase Price	\$10,185,000
Estimated Title and Escrow Charges	\$ 17,000
Preliminary Title Report:	\$ 450
Due Diligence Expense	\$ 3,000
Appraisal	\$ 10,950
Acquisition Administration	<u>\$ 9,000</u>
Total Estimated Acquisition Costs:	\$10,225,400

Any additional budget adjustments will be brought forward under separate cover seeking authorization to purchase the real property.

All costs associated with this property acquisition are fully funded through the Environmental Programs Department for FY 2010/2011. Thus, no additional net county costs will be incurred as a result of this transaction.

Schedule A attached.

SCHEDULE A

Increase Estimated Revenues:

47220-7200400000-778280	Interfund - Reimb for Service	\$11,400
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Increase Appropriations:

47220-7200400000-525400	Title Company Services	\$ 450
47220-7200400000-524550	Appraisal Services	<u>\$ 10,950</u>
		\$ 11,400

Resolution No. 2010-296
Authorization to Purchase Real Property
in the Unincorporated Area of Hemet, County of Riverside, California
Assessor's Parcel Numbers: 465-020-010 and 465-020-011

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, in regular session assembled on December 7, 2010 the Authorization to Purchase Real Property, located in the Unincorporated Area of Hemet, County of Riverside, State of California, identified by Riverside County Assessor's Parcel Numbers, 465-020-010 and 465-020-011, more particularly described in Exhibit "A", attached hereto and thereby made a part hereof, consisting of 70.86 acres, in the amount of Ten Million One Hundred Eighty-Five Thousand Dollars (\$10,185,000).

BE IT FURTHER RESOLVED AND DETERMINED that the Economic Development Agency is to expend a not-to-exceed amount of Forty Thousand Four Hundred Dollars (\$40,400) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, a hazardous materials survey, Economic Development Agency staff time, and miscellaneous other studies as may be deemed necessary.

BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of Supervisors of the County of Riverside is authorized to execute the documents to complete the purchase.

BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive Officer/EDA, or his designee, is authorized to execute the necessary documents to complete this purchase of real property.

ROLL CALL:

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Abstain: Stone
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-HEM Clerk of said Board

By _____ Deputy

FOR APPROVED COUNTY COUNSEL
BY: *[Signature]*
KARIN L. WATTS-BAZAN
DATE: 10/5/10

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EXHIBIT "A"

PARCEL 1:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 5 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 30, 1915 IN BOOK 406 PAGE 135 OF DEEDS.

ALSO EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13,
THENCE WEST 70 RODS,
THENCE AT A RIGHT ANGLE NORTH 220 RODS,
THENCE AT A RIGHT ANGLE EAST, 50 RODS,
THENCE AT A RIGHT ANGLE NORTH, 20 RODS TO THE NORTH LINE OF SAID SECTION,
THENCE EAST ALONG SAID NORTH LINE, 20 RODS TO THE NORTHEAST CORNER OF THE WEST-HALF OF SAID SECTION;
THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION, 240 RODS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

APN: 465-020-011-9 and 465-020-010-8

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**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

WILHELM RANCH FAMILY LIMITED PARTNERSHIP

AS SELLER

AND

THE COUNTY OF RIVERSIDE

AS BUYER

RELATING TO

ASSESSOR'S PARCEL NUMBERS: 465-020-010 AND 465-020-011

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**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this 7th day of December, 2010, by and between COUNTY OF RIVERSIDE, a Political Subdivision of the State of California ("Buyer"), and Wilhelm Ranch Family Limited Partnership ("Seller").

Buyer and Seller agree as follows:

1. **Recitals.**

- (a) Seller is the owner of certain real property located on the south side of Florida Avenue in unincorporated Riverside County near the City of Hemet;
- (b) Buyer desires to purchase this property as it has determined, and the Western Riverside County Regional Conservation Authority ("RCA") has concurred, that the property is described for conservation by the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") and includes vernal pool habitat essential for several vernal pool species covered by the MSHCP;
- (c) Seller has obtained an appraisal of the Property establishing its fair market value at \$18,520,000. Said appraisal represents this appraiser's fair market value opinion as of June 2009;
- (d) Buyer has obtained an appraisal of the Property establishing its fair market value at \$10,185,000. Said appraisal represents this appraiser's fair market value opinion as of July 2010 and also as of May 2008 when Buyer made its initial determination that the Property was described for conservation;
- (e) It is understood by Seller and Buyer that funding for the purchase of the Property is anticipated to be provided, not only by Buyer, but by other entities not under Buyer's control. Additionally, it is understood that completion of said purchase cannot occur without such funding. Accordingly, although the Closing Date is currently scheduled to occur by March 31, 2011, an extension of this date may be necessary.

2. **Definitions.** For the purposes of this Agreement, the following terms will be defined as follows:

- (a) **"Effective Date"**: The Effective Date is the date on which this Agreement is executed by Buyer as listed on the signature page of this Agreement;
- (b) **"Property"**: Seller is the owner of certain real property consisting of vacant land of approximately 70.86 acres identified by Assessor's Parcel Numbers 465-020-010 and 465-020-011 in the unincorporated Hemet area, County of Riverside, California, more particularly described in Exhibit A attached hereto and incorporated herein;
- (c) **"Purchase Price"**: The Purchase Price for the Property is Ten Million One Hundred and Eight-Five Thousand dollars (\$10,185,000.00).
- (d) **"Escrow Holder"**: First American Title Insurance Company at the address set forth in subparagraph (h) below. The escrow number is 381726 and Janette DeLap is the Escrow Officer;
- (e) **"Title Company"**: First American Title Insurance Company Title Insurance Company at the address set forth in subparagraph (h) below. The title order number is NCS-381726-ONT1 and Greg Franke is the Title Officer;
- (f) **"Closing" and "Close of Escrow"**: Are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as define in Paragraph 6.1) is recorded in the official records of the County of Riverside.

1 (g) **“Closing Date”**: The Closing Date shall be on or before March 31, 2011 and shall not occur
2 unless and until the anticipated funding for the acquisition from the RCA and the Wildlife
3 Conservation Board (**“WCB”**) is received. Said Closing Date may be extended upon the written
4 consent of Seller and Buyer.

5 (h) **“Notices”**: Will be sent as follows to:

6 Seller: Wilhelm Ranch Family Limited Partnership
7 P.O. Box 1795
8 San Juan Capistrano, CA 92693
9 Attn: Louis R. Wilhelm
10 Telephone: (949) 248-7360
11 FAX No.: (949) 248-7355
12 Email: Dawnendick@aol.com

13 With copy to: Michelle Staples
14 Jackson DeMarco & Peckenpaugh
15 2030 Main Street, 12th Floor
16 Irvine, CA 92614
17 Telephone: (949) 752-8585
18 FAX No.: (949) 752-0597
19 Email: mstaples@jdtplaw.com

20 Buyer: County of Riverside
21 Economic Development Agency
22 P.O. Box 1180
23 Riverside, CA 92502
24 Attn: Craig Olsen
25 Telephone: (951)955-4840
26 FAX No.: (951)955-4837
27 Email: CAOlsen@rivcoeda.org

28 Escrow Holder: First American Title Insurance Company
3281 E. Guasti Road, Suite 490
Ontario, CA 91761
Attn: Janette DeLap
Telephone: (909)510-6206
FAX No.: (877)461-2088
Email: jdelap@firstam.com

Title Company: First American Title Insurance Company
3281 E. Guasti Road, Suite 490
Ontario, CA 91761
Attn: Greg Franke
Telephone: (714)250-8363
FAX No.: (714)250-8379
Email: gfranke@firstam.com

(i) **“Exhibits”**: Exhibit A – Legal Description
Exhibit B – Form of Deed

3. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property, together with all easements, appurtenances thereto and all improvements and fixtures that may be situated thereon.

4. **Purchase Price.** The Purchase Price for the Property shall be paid as follows:

4.1 **Agreement.** On or before March 31, 2011, Buyer shall deposit and it is anticipated that RCA and WCB shall deposit into escrow the following amounts in the form of a cashier’s check or other immediately available funds

1 payable to the order of Escrow Holder:

- 2 (a) Buyer – \$ 4,862,600.00 plus costs to cover Buyer’s escrow fee
3 (b) RCA – \$700,000.00
4 (c) WCB - \$4,622,400.00

5 Should escrow be unable to close immediately, Escrow Holder shall deposit said funds in an interest bearing
6 account which shall be applied against the Purchase Price at closing and any overages including the interest shall
7 be returned to Buyer at close of escrow. In the event sufficient funds are not received from RCA and WCB on or
8 before March 31, 2010 and an extension of this time period is not approved in writing by Seller and Buyer, this
9 Agreement shall be null and void and both parties shall be relieved from any liabilities and/or obligations under
10 this Agreement.

11 5. **Escrow.** Buyer and Seller shall open an escrow (the “**Escrow**”) with Escrow Holder within fifteen (15) days
12 after the Effective Date of this Agreement by delivery to Escrow Holder a fully executed original or originally
13 executed counterparts of this Agreement and this date shall be the official Opening Date of Escrow, referenced
14 herein. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this
15 Agreement will govern.

16 6. **Deliveries to Escrow Holder.**

17 6.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the
18 following items:

- 19 (a) A Grant Deed (“**Grant Deed**”), in the form attached to this Agreement as Exhibit B, duly executed and
20 acknowledged by Seller and in recordable form conveying the Property to Buyer;
21 (b) A Transferor’s Certificate of Non-Foreign Status (“**FIRPTA Certificate**”);
22 (c) Written documentation, acceptable to Buyer, that any and all written and/or oral agreements have been
23 terminated with all parties/individuals currently using the Property including but not limited to any
24 parties/individuals conducting farming activities; and
25 (d) A signed Internal Revenue Service Form 8283 (Noncash Charitable Contributions) completed by the
26 Seller except for the appraisal information.

27 6.2 By Buyer. On or prior to the Closing Date (an in any event in a manner sufficient to allow Escrow to close
28 not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following
items:

- (a) The Purchase Price in accordance with Paragraph 4.1;
(b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance
with Paragraph 13; and
(c) A signed Internal Revenue Service Form 8283 (Noncash Charitable Contributions) completed by the
Seller except for the appraisal information with the Donee Acknowledgment executed by Buyer.

6.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this
Agreement as are reasonably required by Escrow Holder or otherwise required to close escrow. In addition,
Buyer and Seller will designate the Title Company as the “**Reporting Person**” for the transaction pursuant
to Section 6045(e) of the Internal Revenue Code.

1 7. **Condition of Title.**

2 7.1 At the Close of Escrow, fee simple title to the Property will be conveyed to Buyer by Seller by Grant Deed
3 subject only to the following matters (“Permitted Exceptions”):

- 4 (a) A lien for local real property taxes and assessments not then delinquent;
- 5 (b) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this
6 Agreement;
- 7 (c) Matters affecting the condition of title to the Property created by or with the written consent of Buyer;
8 and
- 9 (d) Any matters which would be shown by a survey of the Property or by inquiry in possession of the
10 Property.

11 8. **Conditions to the Close of Escrow.**

12 8.1 Conditions Precedent to Buyer’s Obligations. The following conditions must be satisfied not later than the
13 Closing Date or such other period of time as may be specified below:

- 14 (a) Title. Buyer has obtained a preliminary title report for the Property prepared by the Title Company
15 dated as of January 12, 2010, and referenced as Order No. NCS-381726-ONT1 together with copies of
16 the documents described in such report. Buyer hereby objects to exceptions as shown in the preliminary
17 report: Items one (1) through four (4) and thirteen (13). Seller will have ten (10) days after the Effective
18 Date to advise Buyer that:

19 (i) Seller will remove any objectionable exceptions to title or obtain appropriate endorsements to the
20 title policy before the Closing Date; or

21 (ii) Seller will not cause the exceptions to be removed. If Seller advises Buyer that it will not cause
22 the exceptions to be removed, Buyer will have thirty (30) days to elect, at its sole remedy, to
23 proceed with the purchase and acquire the Property subject to such exceptions without reduction in
24 the Purchase Price or cancel the Escrow and this Agreement by written notice to Seller and the
25 Escrow Holder in which case any deposit together with interest thereon will be returned to Buyer
26 and the cancellation costs will be borne by Buyer.

27 If Buyer does not give Seller notice of its election within such thirty (30) day period, Buyer will be deemed
28 to have approved the condition of title to the Property and elected to proceed with this transaction.

 If Seller commits to remove any objection to title and fails to do so by the Closing Date, Seller will be in
 default under this Agreement and Buyer may, at Buyer’s election, terminate this Agreement and pursue its
 remedies as set forth herein.

- (b) Title Insurance. As of the Close of Escrow, the Title Company will issue or have committed to issue the
 Title Policy to Buyer with only the Permitted Exceptions.

- (c) Delivery of Information. Within ten (10) days after the Opening of Escrow, Seller shall deliver to Buyer
 the original or true copies of all, past hazardous material studies, soil reports, and similar information
 which it may have in its possession relating to the condition of the Property. Such items shall be
 delivered by Seller to Buyer and shall be to the best of Seller’s actual knowledge, true and correct and
 complete copies of the items in Seller’s possession. Seller makes no warranty regarding the contents of
 such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned
 to Seller. The conditions set forth in this paragraph are solely for the benefit of Buyer and may be
 waived only by Buyer. At all times, Buyer has the right to waive any condition. Such waiver or waivers
 must be in writing to Seller and Escrow Holder.

1 (d) Termination of Use of Property. Seller shall pursue all necessary actions to terminate and cause the
2 surrender of possession by any and all parties upon and currently using the Property including but not
3 limited to any parties conducting farming activities.

4 The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery
5 to Escrow Holder on or before the Closing Date the items described in Paragraphs 6 and 7.1 and the removal
6 of the items described in Paragraph 8.1

7 8.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's
8 obligation to consummate the purchase and sale transaction contemplated herein:

9 (a) Buyer shall have delivered or cause to have delivered to Escrow Holder, prior to the Closing for
10 disbursement as directed hereunder, all cash or other immediately available funds in accordance with
11 this Agreement; and

12 (b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 6.2 and 6.3.

13 The conditions set forth in this paragraph are solely for the benefit of Seller and may be waived only by
14 Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to
15 Buyer and Escrow Holder.

16 8.3 Termination of Agreement. In the event that, for any reason, the Closing does not occur on or before the
17 Closing Date, either party to this Agreement, who is not in default of its obligations under this Agreement,
18 shall have the right to terminate this Agreement upon written notice to the other party and to Escrow Holder.
19 Unless Seller is materially in default hereunder, failure by Buyer to cause Escrow to close on or before the
20 Closing Date or any extension of the Closing Date shall constitute a material Buyer default as a result of
21 which Seller may elect to terminate this Agreement and the Escrow created hereunder and Seller may pursue
22 all remedies at law or in equity. However, it is understood by Seller that failure by Buyer to cause Escrow to
23 close on or before the Closing Date or any extension of the Closing Date shall not constitute a material
24 Buyer default if the funding from RCA and/or WCB referenced in Section 4.1 is not received.

25 9. **Due Diligence By Buyer.**

26 9.1 Matters to Be Reviewed. Buyer must complete its due diligence and approve the following matters prior to
27 the Closing Date (the "**Due Diligence Period**"). Seller shall cooperate with Buyer in its investigation.

28 (a) The physical condition of the Property at the time of sale, including without limitation, any soil
conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in
compliance with all applicable laws, including any laws relating to hazardous and toxic materials and all
applicable government ordinances, rules and regulations and evidence of Seller's compliance therewith
including without limitation zoning and building regulations;

(b) All applicable government ordinances, rules and regulations and evidence of Seller's compliance
therewith including without limitation zoning and building regulations; and

(c) All licenses, permits and other governmental approvals and/or authorizations relating to the Property
which shall remain in effect after the Close of Escrow, if any.

9.2 Notice and Resolution of Objections.

(a) If Buyer fails to notify Seller in writing of any objections to items (a) and (b) in Paragraph 9.1 above or
to request an extension prior to the end of the Due Diligence Period then Buyer shall be deemed to have
approved such items and elected to proceed with the acquisition of the Property.

(b) If Buyer notifies Seller in writing of any objections to the condition of the Property at the time of sale or
any other matters relating to the Property as set forth in Section 8.1 prior to the end of the Due Diligence
Period, the parties will have five (5) business days to agree upon a resolution of the objection(s);
provided however, that if, as a result of investigations and inspections any deficiencies are found or
repairs are needed, the cost to remedy such deficiencies or to make such repairs shall be the exclusive

1 responsibility of the Seller. In the event that Seller fails to remedy such deficiencies or to make such
2 repairs within a reasonable time period then Buyer may terminate this Agreement by written notice to
3 Seller and Escrow.

- 4 (c) In the absence of a timely objection or notice of termination, Buyer will be deemed to have knowingly
5 approved the condition of the Property at the time of sale and waived any of its objections, and this
6 Agreement will continue in full force and effect.

7 9.3 Material New Matters. If Buyer discovers any new matter prior to close of escrow which was:

- 8 (a) Not reasonably discoverable prior to the Close of Escrow and that matter is one which:

9 (i) Would appear as an exception to the Title Policy; or

10 (ii) Is materially inconsistent with a disclosure by Seller or with any representations or warranties
11 contained in Paragraph 17.2; and

12 (iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and
13 adversely affect the acquisition, conservation, sale or use of the Property for Buyer's intended purpose;
14 then Buyer is entitled to treat such new matter as a failure of condition to the Close of Escrow.

- 15 (b) If Buyer elects to treat such new matter as a failure of condition to the close of Escrow, Buyer must give
16 notice to Seller of buyer's election to terminate this Agreement within fifteen (15) days of Buyer's
17 obtaining knowledge of such new matter, but in no event later than the Closing Date.

- 18 (c) However, if Buyer gives Seller notice of its election to terminate this Agreement, Seller may elect, in its
19 sole and absolute discretion by written notice to Buyer and to Escrow Holder within five (5) business
20 days following Seller's receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow.
21 If Seller elects to correct the new mater, Seller will be entitled to extend the Close of Escrow for not
22 more than twenty (20) days in order to correct the new matter by the Closing Date as extended. Buyer,
23 as Buyer's sole remedy, may terminate this Agreement.

24 10. **No Side Agreements or Representations.** Buyer represents and warrants that prior to the Close of Escrow,
25 Buyer will have had the opportunity to make and will have made such an investigation and inspection of all
26 aspects of the condition of the Property as it has deemed necessary or appropriate, including, but not limited to
27 soils and the Property's compliance or non-compliance with applicable laws, rules, regulations and ordinances
28 (including any Environmental Laws) as defined in Paragraph 17.1 and the existence or non-existence of
Hazardous Substances as defined in Paragraph 17.1 on, in or under the Property. Buyer further represents and
warrants that in purchasing the Property, Buyer is relying upon its own inspections and investigations in
proceeding with this Agreement.

11 11. **Title Insurance.** At the Close of Escrow, Seller will cause the Title Company to issue to Buyer a CLTA
12 standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property
13 vested in Buyer subject only to the Permitted Exceptions ("Title Policy") and the standard printed exceptions and
14 conditions in the policy of tile insurance. If Buyer elects to obtain any endorsements or an ALTA Extended
15 Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended Policy of Title and
16 the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an
17 ALTA Extended Policy of Title will not delay the Closing and Buyer's inability to obtain an ALTA Extended
18 Policy of Title or any such endorsements will not be deemed to be a failure of any condition to Closing.

19 12. **Costs and Expenses.**

20 Seller will pay:

- 21 (a) Seller's share of prorations.

1 Buyer will pay:

- 2 (a) All escrow fees and costs;
- 3 (b) Any title endorsements; and
- 4 (c) Buyer's share of prorations.

5 **13. Prorations.**

6 **13.1 Tax Exempt Agency.** All parties hereto acknowledge that the Buyer is a public entity exempt from payment
7 of any real property taxes. There will be no proration of taxes through escrow. Seller will be responsible for
8 payment of any real property taxes due prior to Close of Escrow. In the event any real property taxes are
9 due and unpaid at the close of escrow. Escrow Holder is hereby authorized and instructed to pay such taxes
10 from proceeds due the Seller at the close of escrow. Seller understands that the Tax Collector will not accept
11 partial payment of an installment of the real property taxes due at the Close of Escrow. At the Close of
12 Escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the
13 property tax exemption. Any prorated refund that will be due the Seller will be refunded to the Seller by the
14 County Tax Collector/Assessor outside of escrow and Escrow Holder shall have no liability and/or
15 responsibility in connection therewith.

16 **13.2 Utility Deposits.** Not applicable.

17 **13.3 Method of Proration.** For purposes of calculating prorations, Buyer shall be deemed to be in title to the
18 Property and therefore entitled to the income there from and responsible for the expenses thereof for the
19 entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow
20 based on a three hundred sixty-five (365) day or thirty (30) day month, as applicable. The obligations of the
21 Parties pursuant to this paragraph 13.3 shall survive the closing and shall not merge into any documents of
22 conveyance delivered at Closing.

23 **14. Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will
24 promptly undertake all of the following:

25 **14.1 Funds.** Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in
26 payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller
27 and/or Buyer pursuant to paragraphs 12, 13 and 19.1(b) disburse the balance of the Purchase Price and (c)
28 disburse any excess proceeds deposited by Buyer to Buyer.

14.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies
thereof for distribution to Buyer and Seller.

14.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

14.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other
documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or
copies thereof) deposited into Escrow by Buyer.

15. Joint Representations and Warranties. In addition to any express agreements of the Parties contained
herein, the following constitute representations and warranties of the Parties each to the other:

15.1 Each Party has the legal power, right and authority to enter into this Agreement and to consummate this
transaction.

15.2 The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and
the partners, officers or trustees of each Party, if any, have the legal power, right and actual authority to bind
each Party to the terms and conditions of those documents.

1 15.3 This Agreement and all other documents required to close this transaction are and will be valid, legally
2 binding obligations of and enforceable against each Party in accordance with their terms, subject only to
3 applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles
4 affecting or limited the rights of contracting parties generally.

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16. **Indemnification.**

16.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement. This indemnification shall include all costs and attorney fees.

16.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits arising out of the ownership and/or operation of the Property after the Closing Date or any misrepresentation or breach of warranty or covenant by Buyer in this Agreement or any document delivered to Seller pursuant to this Agreement. This indemnification shall include all costs and attorney fees.

17. **Hazardous Substances.**

17.1 Definitions. For purpose of this Agreement, the following terms have the following meanings:

- (a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);
- (b) "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law including asbestos, petroleum and petroleum products; and
- (c) "Environmental Audit" means an environmental audit, review or testing of the Property performed by Buyer or any third party or consultant engaged by buyer to conduct such study.

17.2 Seller's Representations. Except as disclosed in the Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement, to Seller's current actual knowledge:

- (a) No Hazardous Substances exist now or have been used or stored on or within any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws;
- (b) There are and have been no federal, state or local enforcement clean-up, removal, remedial or other governmental or regulatory actions instituted or completed affecting the Property;
- (c) No claims have been made by any third party relating to any Hazardous Substances on or within the Property; and
- (d) There has been no disposal of Hazardous Substances or accidental spills which may have contaminated the Property. There has been no on-site bulk storage of vehicle fuels or waste oils.

As used in this Agreement, the phrase "Seller's current actual knowledge" shall be limited to the actual knowledge of Louis R. Wilhelm and Tami Wilhelm, without duty of inquiry or investigation into the matter so qualified. "Seller's current actual knowledge" shall not be construed to refer to the knowledge of any other agent or employee or principal of Seller.

1 17.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly
2 notify Buyer if it obtains actual knowledge that Seller or the Property may be subject to any threatened or
3 pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any
4 Hazardous Substance.

5 17.4 Environmental Audit. Buyer has ordered, at its sole cost and expense, an Environmental Audit. It
6 shall do so prior to the end of the Due Diligence Period and may quit this transaction if Buyer identifies
7 problems in its sole and subjective judgment that would preclude continuing with this transaction:

- 8 (a) The Environmental Audit shall be conducted pursuant to standard quality control/quality
9 assurance procedures. Buyer shall give Seller at least one (1) business day's prior notice of any
10 on-site testing of soil or subsurface conditions;
- 11 (b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by
12 Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly
13 restore the Property to the condition in which it was found immediately prior to Buyer's
14 Environmental audit;
- 15 (c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against
16 any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or
17 expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's)
18 entries into the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall
19 keep the Property free of mechanic's liens related to the activities of Buyer. Upon the request of
20 Seller, Buyer shall require it's agent's or independent contractor's to provide proof of liability
21 insurance to Seller.

22 18. **"As Is" Purchase.** Subject to Seller's pre-closing obligations under Sections 6, 7.1 and 8.1 of this
23 Agreement, and as a material inducement to Seller's execution and delivery of this Agreement and performance
24 of its duties under this Agreement: Except as otherwise provided in this Agreement, Buyer has agreed to accept
25 possession of the Property on the Closing Date on an "As Is" basis. Seller and Buyer agree that the Property will
26 be sold "As Is, Where is, with all Faults" with no right of set-off or reduction in the Purchase Price, and, except as
27 set forth in Section 17.2 of this Agreement, such sale will be without representation or warranty of any kind,
28 express or implied (including, without limitation, warranty of income potential, operating expenses, uses,
merchantability, or fitness for a particular purpose), and Seller disclaims and renounces any such representation
or warranty.

19 19. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and be
20 personally delivered (including by means of professional messenger service) or sent by registered or certified
21 mail, postage prepaid, return receipt requested to the addresses set forth in paragraph 2(h). All notices sent by
22 mail will be deemed received three (3) days after the date of mailing.

23 20. **Legal and Equitable Enforcement of this Agreement.**

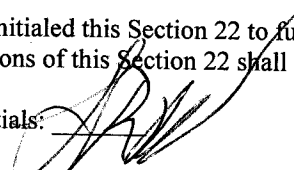
24 20.1 Waiver of Specific Performance and Lis Pendens. In the event the Close of Escrow and the consummation of
25 the transaction contemplated by this Agreement do not occur by reason of a material uncured default by
26 Seller, Buyer will be entitled to payment of its reasonable out-of-pocket expenses incurred in connection
27 with the transaction. As material consideration to Seller's entering into this Agreement with Buyer, Buyer
28 waives any right: (a) to pursue an action for the specific performance of this Agreement and (b) to record or
file a notice of lis pendens or notice of pendency of action or similar notice against any portion of the
Property.

21 21. **Cooperation in 1031 Exchange.** Buyer shall cooperate with Seller in an Internal Revenue Code Section
22 1031 Exchange ("1031 Exchange") should Seller elect to engage in such exchange. All costs associated with
23 such 1031 Exchange shall be paid by Seller. The 1031 Exchange shall not modify any provision of this
24 Agreement.

1 22. **Release and Waiver.** Concurrently with the Close of Escrow, the hereinafter described release of claims
2 provision shall immediately and automatically go into full force and effect without the need for any further action
3 by the undersigned Parties or any of them. Seller, collectively and individually, hereby releases Buyer, its
4 respective departments, officers, directors, employees, and agents from any and all claims, whether known or
5 unknown, suspected or unsuspected, contingent or non-contingent, and liquidated or unliquidated, that directly or
6 indirectly consist of, arise under or relate to the Property, including but not limited to, the action filed in Riverside
7 Superior Court Case No. RIC10015716. It is expressly agreed by the parties that this release of claims does not
8 release any claims Seller may have or have had against the RCA. In regard to said release of claims provision,
9 Seller, collectively and individually, hereby waives the protections and provisions of California Civil Code
10 Section 1542, which states as follows:

11 “A general release does not extend to claims which the creditor
12 does not know or suspect to exist in his or her favor at the time
13 of executing the release, which if known by him or her must have
14 materially affected his or her settlement with the debtor.”

15 Seller has initialed this Section 22 to further indicate it's awareness and acceptance of this release and waiver.
16 The provisions of this Section 22 shall survive the Close of Escrow.

17 Seller's Initials: 

18 23. **Miscellaneous.**

19 23.1 Counterparts. This Agreement may be executed in counterparts.

20 23.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or
21 unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each
22 remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted
23 by law.

24 23.3 Waivers. No waiver or any breach of any covenant or provision contained herein will be deemed a waiver
25 of any preceding or succeeding breach thereof, or of any other covenant or to, a licensed real estate broker
26 (individual or corporate), agent, or finder or other provision contained herein. No extension of time for
27 performance or any obligation or act will be deemed an extension of the time for, performance of any other
28 obligation or act except those of the waiving party which will be extended by a period of time equal to the
29 period of the delay.

30 23.4 Successors and Assigns. Neither Party shall transfer or assign its rights or responsibilities under this
31 Agreement without the express written consent of the other Party.

32 23.5 Entire Agreement. This Agreement (including the exhibits attached hereto) constitutes the entire contract
33 between the Parties hereto and may not be modified except by an instrument in writing signed by the Party
34 to be charged.

35 23.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with
36 respect to each and every term, condition, obligation and provision hereof.

37 23.7 Governing Law. The Parties hereto expressly agree that this Agreement will be governed by, interpreted
38 under, and construed and enforced in accordance with the laws of the State of California in which the
39 Property is located. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

40 23.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without
41 the prior written consent of Seller and Buyer.

42 23.9 Survival. Any provisions of this Agreement which by their terms require performance by either Party after
43 the Close of Escrow shall survive the Close of Escrow.

1 23.10 Brokers. Seller and Buyer represent and warrant to the other that neither Buyer nor Seller has employed
2 any broker and/or finder to represent its interest in this transaction. Each Party agrees to indemnify and hold
3 the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs
4 and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for
5 any commission or finder's fees in connection with the conveyance of the Property arising out of agreements
6 by the indemnifying party to pay any commission or finder's fee.

7 23.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the
8 body of this Agreement.

9 23.12 Assignment. Buyer shall neither assign Buyer's rights nor delegate Buyer's obligations hereunder without
10 Seller's prior written consent which may be withheld in Seller's sole discretion.

11 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and approved by the
12 Board of Supervisors of the County of Riverside.

13 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth
14 below.

15 Dated: _____

16 **SELLER:**
17 Wilhelm Ranch Family Limited Partnership
18 By: _____
19 Louis R. Wilhelm

20 **BUYER:**
21 COUNTY OF RIVERSIDE
22 By: Marion Ashley
23 Marion Ashley, Chairman
24 Board of Supervisors

25 **ATTEST:**
26 Kecia Harper-Ihem
27 Clerk of the Board
28 By: Kecia Harper-Ihem
Deputy

29 **APPROVED AS TO FORM:**
30 Pamela Walls
31 County Counsel
32 By: Karin Watts-Bazan
33 Karin Watts-Bazan
34 Principal Deputy County Counsel

1 23.10 Brokers. Seller and Buyer represent and warrant to the other that neither Buyer nor Seller has employed
2 any broker and/or finder to represent its interest in this transaction. Each Party agrees to indemnify and hold
3 the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs
4 and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for
5 any commission or finder's fees in connection with the conveyance of the Property arising out of agreements
6 by the indemnifying party to pay any commission or finder's fee.

7 23.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the
8 body of this Agreement.

9 23.12 Assignment. Buyer shall neither assign Buyer's rights nor delegate Buyer's obligations hereunder without
10 Seller's prior written consent which may be withheld in Seller's sole discretion.

11 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and approved by the
12 Board of Supervisors of the County of Riverside.

13 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth
14 below.

15 Dated: November 23, 2010

16 **SELLER:**

17 Wilhelm Ranch Family Limited Partnership

18 By: 

Louis R. Wilhelm, **GEN'L PARTNER**

19 **BUYER:**

20 COUNTY OF RIVERSIDE

21 By: _____

Marion Ashley, Chairman
Board of Supervisors

22 **ATTEST:**

23 Kecia Harper-Ihem
24 Clerk of the Board

25 By: _____
26 Deputy

27 **APPROVED AS TO FORM:**

28 Pamela Walls
County Counsel

By: _____
Karin Watts-Bazan
Principal Deputy County Counsel

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**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

WILHELM RANCH FAMILY LIMITED PARTNERSHIP

AS SELLER

AND

THE COUNTY OF RIVERSIDE

AS BUYER

RELATING TO

ASSESSOR'S PARCEL NUMBERS: 465-020-010 AND 465-020-011

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**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this ____ day of _____, 2010, by and between COUNTY OF RIVERSIDE, a Political Subdivision of the State of California ("Buyer"), and Wilhelm Ranch Family Limited Partnership ("Seller").

Buyer and Seller agree as follows:

1. Recitals.

- (a) Seller is the owner of certain real property located on the south side of Florida Avenue in unincorporated Riverside County near the City of Hemet;
- (b) Buyer desires to purchase this property as it has determined, and the Western Riverside County Regional Conservation Authority ("RCA") has concurred, that the property is described for conservation by the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") and includes vernal pool habitat essential for several vernal pool species covered by the MSHCP;
- (c) Seller has obtained an appraisal of the Property establishing its fair market value at \$18,520,000. Said appraisal represents this appraiser's fair market value opinion as of June 2009;
- (d) Buyer has obtained an appraisal of the Property establishing its fair market value at \$10,185,000. Said appraisal represents this appraiser's fair market value opinion as of July 2010 and also as of May 2008 when Buyer made its initial determination that the Property was described for conservation;
- (e) It is understood by Seller and Buyer that funding for the purchase of the Property is anticipated to be provided, not only by Buyer, but by other entities not under Buyer's control. Additionally, it is understood that completion of said purchase cannot occur without such funding. Accordingly, although the Closing Date is currently scheduled to occur by March 31, 2011, an extension of this date may be necessary.

2. Definitions. For the purposes of this Agreement, the following terms will be defined as follows:

- (a) **"Effective Date"**: The Effective Date is the date on which this Agreement is executed by Buyer as listed on the signature page of this Agreement;
- (b) **"Property"**: Seller is the owner of certain real property consisting of vacant land of approximately 70.86 acres identified by Assessor's Parcel Numbers 465-020-010 and 465-020-011 in the unincorporated Hemet area, County of Riverside, California, more particularly described in Exhibit A attached hereto and incorporated herein;
- (c) **"Purchase Price"**: The Purchase Price for the Property is Ten Million One Hundred and Eight-Five Thousand dollars (\$10,185,000.00).
- (d) **"Escrow Holder"**: First American Title Insurance Company at the address set forth in subparagraph (h) below. The escrow number is 381726 and Janette DeLap is the Escrow Officer;
- (e) **"Title Company"**: First American Title Insurance Company Title Insurance Company at the address set forth in subparagraph (h) below. The title order number is NCS-381726-ONT1 and Greg Franke is the Title Officer;
- (f) **"Closing" and "Close of Escrow"**: Are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Paragraph 6.1) is recorded in the official records of the County of Riverside.

1 (g) **"Closing Date"**: The Closing Date shall be on or before March 31, 2011 and shall not occur
2 unless and until the anticipated funding for the acquisition from the RCA and the Wildlife
3 Conservation Board ("**WCB**") is received. Said Closing Date may be extended upon the written
4 consent of Seller and Buyer.

5 (h) **"Notices"**: Will be sent as follows to:

6 Seller: Wilhelm Ranch Family Limited Partnership
7 P.O. Box 1795
8 San Juan Capistrano, CA 92693
9 Attn: Louis R. Wilhelm
10 Telephone: (949) 248-7360
11 FAX No.: (949) 248-7355
12 Email: Dawnendick@aol.com

13 With copy to: Michelle Staples
14 Jackson DeMarco & Peckenpaugh
15 2030 Main Street, 12th Floor
16 Irvine, CA 92614
17 Telephone: (949) 752-8585
18 FAX No.: (949) 752-0597
19 Email: mstaples@jdtplaw.com

20 Buyer: County of Riverside
21 Economic Development Agency
22 P.O. Box 1180
23 Riverside, CA 92502
24 Attn: Craig Olsen
25 Telephone: (951)955-4840
26 FAX No.: (951)955-4837
27 Email: CAOlsen@rivcoeda.org

28 Escrow Holder: First American Title Insurance Company
3281 E. Guasti Road, Suite 490
Ontario, CA 91761
Attn: Janette DeLap
Telephone: (909)510-6206
FAX No.: (877)461-2088
Email: jdelap@firstam.com

Title Company: First American Title Insurance Company
3281 E. Guasti Road, Suite 490
Ontario, CA 91761
Attn: Greg Franke
Telephone: (714)250-8363
FAX No.: (714)250-8379
Email: gfranke@firstam.com

(i) **"Exhibits"**: Exhibit A – Legal Description
Exhibit B – Form of Deed

3. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property, together with all easements, appurtenances thereto and all improvements and fixtures that may be situated thereon.

4. **Purchase Price.** The Purchase Price for the Property shall be paid as follows:

4.1 **Agreement.** On or before March 31, 2011, Buyer shall deposit and it is anticipated that RCA and WCB shall deposit into escrow the following amounts in the form of a cashier's check or other immediately available funds

1 payable to the order of Escrow Holder:

- 2 (a) Buyer – \$ 4,862,600.00 plus costs to cover Buyer’s escrow fee
3 (b) RCA – \$700,000.00
4 (c) WCB - \$4,622,400.00

5 Should escrow be unable to close immediately, Escrow Holder shall deposit said funds in an interest bearing
6 account which shall be applied against the Purchase Price at closing and any overages including the interest shall
7 be returned to Buyer at close of escrow. In the event sufficient funds are not received from RCA and WCB on or
8 before March 31, 2010 and an extension of this time period is not approved in writing by Seller and Buyer, this
9 Agreement shall be null and void and both parties shall be relieved from any liabilities and/or obligations under
10 this Agreement.

11 5. **Escrow.** Buyer and Seller shall open an escrow (the “**Escrow**”) with Escrow Holder within fifteen (15) days
12 after the Effective Date of this Agreement by delivery to Escrow Holder a fully executed original or originally
13 executed counterparts of this Agreement and this date shall be the official Opening Date of Escrow, referenced
14 herein. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this
15 Agreement will govern.

16 6. **Deliveries to Escrow Holder.**

17 6.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the
18 following items:

- 19 (a) A Grant Deed (“**Grant Deed**”), in the form attached to this Agreement as Exhibit B, duly executed and
20 acknowledged by Seller and in recordable form conveying the Property to Buyer;
21 (b) A Transferor’s Certificate of Non-Foreign Status (“**FIRPTA Certificate**”);
22 (c) Written documentation, acceptable to Buyer, that any and all written and/or oral agreements have been
23 terminated with all parties/individuals currently using the Property including but not limited to any
24 parties/individuals conducting farming activities; and
25 (d) A signed Internal Revenue Service Form 8283 (Noncash Charitable Contributions) completed by the
26 Seller except for the appraisal information.

27 6.2 By Buyer. On or prior to the Closing Date (an in any event in a manner sufficient to allow Escrow to close
28 not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following
items:

- (a) The Purchase Price in accordance with Paragraph 4.1;
(b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance
with Paragraph 13; and
(c) A signed Internal Revenue Service Form 8283 (Noncash Charitable Contributions) completed by the
Seller except for the appraisal information with the Donee Acknowledgment executed by Buyer.

6.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this
Agreement as are reasonably required by Escrow Holder or otherwise required to close escrow. In addition,
Buyer and Seller will designate the Title Company as the “**Reporting Person**” for the transaction pursuant
to Section 6045(e) of the Internal Revenue Code.

1 7. **Condition of Title.**

2 7.1 At the Close of Escrow, fee simple title to the Property will be conveyed to Buyer by Seller by Grant Deed
3 subject only to the following matters (“Permitted Exceptions”):

- 4 (a) A lien for local real property taxes and assessments not then delinquent;
- 5 (b) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this
6 Agreement;
- 7 (c) Matters affecting the condition of title to the Property created by or with the written consent of Buyer;
8 and
- 9 (d) Any matters which would be shown by a survey of the Property or by inquiry in possession of the
10 Property.

11 8. **Conditions to the Close of Escrow.**

12 8.1 Conditions Precedent to Buyer’s Obligations. The following conditions must be satisfied not later than the
13 Closing Date or such other period of time as may be specified below:

- 14 (a) Title. Buyer has obtained a preliminary title report for the Property prepared by the Title Company
15 dated as of January 12, 2010, and referenced as Order No. NCS-381726-ONT1 together with copies of
16 the documents described in such report. Buyer hereby objects to exceptions as shown in the preliminary
17 report: Items one (1) through four (4) and thirteen (13). Seller will have ten (10) days after the Effective
18 Date to advise Buyer that:
- 19 (i) Seller will remove any objectionable exceptions to title or obtain appropriate endorsements to the
20 title policy before the Closing Date; or
- 21 (ii) Seller will not cause the exceptions to be removed. If Seller advises Buyer that it will not cause
22 the exceptions to be removed, Buyer will have thirty (30) days to elect, at its sole remedy, to
23 proceed with the purchase and acquire the Property subject to such exceptions without reduction in
24 the Purchase Price or cancel the Escrow and this Agreement by written notice to Seller and the
25 Escrow Holder in which case any deposit together with interest thereon will be returned to Buyer
26 and the cancellation costs will be borne by Buyer.

27 If Buyer does not give Seller notice of its election within such thirty (30) day period, Buyer will be deemed
28 to have approved the condition of title to the Property and elected to proceed with this transaction.

 If Seller commits to remove any objection to title and fails to do so by the Closing Date, Seller will be in
 default under this Agreement and Buyer may, at Buyer’s election, terminate this Agreement and pursue its
 remedies as set forth herein.

- (b) Title Insurance. As of the Close of Escrow, the Title Company will issue or have committed to issue the
 Title Policy to Buyer with only the Permitted Exceptions.
- (c) Delivery of Information. Within ten (10) days after the Opening of Escrow, Seller shall deliver to Buyer
 the original or true copies of all, past hazardous material studies, soil reports, and similar information
 which it may have in its possession relating to the condition of the Property. Such items shall be
 delivered by Seller to Buyer and shall be to the best of Seller’s actual knowledge, true and correct and
 complete copies of the items in Seller’s possession. Seller makes no warranty regarding the contents of
 such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned
 to Seller. The conditions set forth in this paragraph are solely for the benefit of Buyer and may be
 waived only by Buyer. At all times, Buyer has the right to waive any condition. Such waiver or waivers
 must be in writing to Seller and Escrow Holder.

1 (d) Termination of Use of Property. Seller shall pursue all necessary actions to terminate and cause the
2 surrender of possession by any and all parties upon and currently using the Property including but not
3 limited to any parties conducting farming activities.

4 The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery
5 to Escrow Holder on or before the Closing Date the items described in Paragraphs 6 and 7.1 and the removal
6 of the items described in Paragraph 8.1

7 8.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's
8 obligation to consummate the purchase and sale transaction contemplated herein:

9 (a) Buyer shall have delivered or cause to have delivered to Escrow Holder, prior to the Closing for
10 disbursement as directed hereunder, all cash or other immediately available funds in accordance with
11 this Agreement; and

12 (b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 6.2 and 6.3.

13 The conditions set forth in this paragraph are solely for the benefit of Seller and may be waived only by
14 Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to
15 Buyer and Escrow Holder.

16 8.3 Termination of Agreement. In the event that, for any reason, the Closing does not occur on or before the
17 Closing Date, either party to this Agreement, who is not in default of its obligations under this Agreement,
18 shall have the right to terminate this Agreement upon written notice to the other party and to Escrow Holder.
19 Unless Seller is materially in default hereunder, failure by Buyer to cause Escrow to close on or before the
20 Closing Date or any extension of the Closing Date shall constitute a material Buyer default as a result of
21 which Seller may elect to terminate this Agreement and the Escrow created hereunder and Seller may pursue
22 all remedies at law or in equity. However, it is understood by Seller that failure by Buyer to cause Escrow to
23 close on or before the Closing Date or any extension of the Closing Date shall not constitute a material
24 Buyer default if the funding from RCA and/or WCB referenced in Section 4.1 is not received.

25 9. **Due Diligence By Buyer.**

26 9.1 Matters to Be Reviewed. Buyer must complete its due diligence and approve the following matters prior to
27 the Closing Date (the "**Due Diligence Period**"). Seller shall cooperate with Buyer in its investigation.

28 (a) The physical condition of the Property at the time of sale, including without limitation, any soil
conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in
compliance with all applicable laws, including any laws relating to hazardous and toxic materials and all
applicable government ordinances, rules and regulations and evidence of Seller's compliance therewith
including without limitation zoning and building regulations;

(b) All applicable government ordinances, rules and regulations and evidence of Seller's compliance
therewith including without limitation zoning and building regulations; and

(c) All licenses, permits and other governmental approvals and/or authorizations relating to the Property
which shall remain in effect after the Close of Escrow, if any.

9.2 Notice and Resolution of Objections.

(a) If Buyer fails to notify Seller in writing of any objections to items (a) and (b) in Paragraph 9.1 above or
to request an extension prior to the end of the Due Diligence Period then Buyer shall be deemed to have
approved such items and elected to proceed with the acquisition of the Property.

(b) If Buyer notifies Seller in writing of any objections to the condition of the Property at the time of sale or
any other matters relating to the Property as set forth in Section 8.1 prior to the end of the Due Diligence
Period, the parties will have five (5) business days to agree upon a resolution of the objection(s);
provided however, that if, as a result of investigations and inspections any deficiencies are found or
repairs are needed, the cost to remedy such deficiencies or to make such repairs shall be the exclusive

1 responsibility of the Seller. In the event that Seller fails to remedy such deficiencies or to make such
2 repairs within a reasonable time period then Buyer may terminate this Agreement by written notice to
3 Seller and Escrow.

- 4 (c) In the absence of a timely objection or notice of termination, Buyer will be deemed to have knowingly
5 approved the condition of the Property at the time of sale and waived any of its objections, and this
6 Agreement will continue in full force and effect.

7 **9.3 Material New Matters.** If Buyer discovers any new matter prior to close of escrow which was:

- 8 (a) Not reasonably discoverable prior to the Close of Escrow and that matter is one which:

9 (i) Would appear as an exception to the Title Policy; or

10 (ii) Is materially inconsistent with a disclosure by Seller or with any representations or warranties
11 contained in Paragraph 17.2; and

12 (iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and
13 adversely affect the acquisition, conservation, sale or use of the Property for Buyer's intended purpose;
14 then Buyer is entitled to treat such new matter as a failure of condition to the Close of Escrow.

- 15 (b) If Buyer elects to treat such new matter as a failure of condition to the close of Escrow, Buyer must give
16 notice to Seller of buyer's election to terminate this Agreement within fifteen (15) days of Buyer's
17 obtaining knowledge of such new matter, but in no event later than the Closing Date.

- 18 (c) However, if Buyer gives Seller notice of its election to terminate this Agreement, Seller may elect, in its
19 sole and absolute discretion by written notice to Buyer and to Escrow Holder within five (5) business
20 days following Seller's receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow.
21 If Seller elects to correct the new mater, Seller will be entitled to extend the Close of Escrow for not
22 more than twenty (20) days in order to correct the new matter by the Closing Date as extended. Buyer,
23 as Buyer's sole remedy, may terminate this Agreement.

- 24 **10. No Side Agreements or Representations.** Buyer represents and warrants that prior to the Close of Escrow,
25 Buyer will have had the opportunity to make and will have made such an investigation and inspection of all
26 aspects of the condition of the Property as it has deemed necessary or appropriate, including, but not limited to
27 soils and the Property's compliance or non-compliance with applicable laws, rules, regulations and ordinances
28 (including any Environmental Laws) as defined in Paragraph 17.1 and the existence or non-existence of
Hazardous Substances as defined in Paragraph 17.1 on, in or under the Property. Buyer further represents and
warrants that in purchasing the Property, Buyer is relying upon its own inspections and investigations in
proceeding with this Agreement.

- 11. Title Insurance.** At the Close of Escrow, Seller will cause the Title Company to issue to Buyer a CLTA
standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property
vested in Buyer subject only to the Permitted Exceptions ("Title Policy") and the standard printed exceptions and
conditions in the policy of tile insurance. If Buyer elects to obtain any endorsements or an ALTA Extended
Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended Policy of Title and
the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an
ALTA Extended Policy of Title will not delay the Closing and Buyer's inability to obtain an ALTA Extended
Policy of Title or any such endorsements will not be deemed to be a failure of any condition to Closing.

- 12. Costs and Expenses.**

Seller will pay:

- (a) Seller's share of prorations.

1 Buyer will pay:

- 2 (a) All escrow fees and costs;
- 3 (b) Any title endorsements; and
- 4 (c) Buyer's share of prorations.

5 **13. Prorations.**

6 **13.1 Tax Exempt Agency.** All parties hereto acknowledge that the Buyer is a public entity exempt from payment
7 of any real property taxes. There will be no proration of taxes through escrow. Seller will be responsible for
8 payment of any real property taxes due prior to Close of Escrow. In the event any real property taxes are
9 due and unpaid at the close of escrow. Escrow Holder is hereby authorized and instructed to pay such taxes
10 from proceeds due the Seller at the close of escrow. Seller understands that the Tax Collector will not accept
11 partial payment of an installment of the real property taxes due at the Close of Escrow. At the Close of
12 Escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the
13 property tax exemption. Any prorated refund that will be due the Seller will be refunded to the Seller by the
14 County Tax Collector/Assessor outside of escrow and Escrow Holder shall have no liability and/or
15 responsibility in connection therewith.

16 **13.2 Utility Deposits.** Not applicable.

17 **13.3 Method of Proration.** For purposes of calculating prorations, Buyer shall be deemed to be in title to the
18 Property and therefore entitled to the income there from and responsible for the expenses thereof for the
19 entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow
20 based on a three hundred sixty-five (365) day or thirty (30) day month, as applicable. The obligations of the
21 Parties pursuant to this paragraph 13.3 shall survive the closing and shall not merge into any documents of
22 conveyance delivered at Closing.

23 **14. Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will
24 promptly undertake all of the following:

25 **14.1 Funds.** Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in
26 payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller
27 and/or Buyer pursuant to paragraphs 12, 13 and 19.1(b) disburse the balance of the Purchase Price and (c)
28 disburse any excess proceeds deposited by Buyer to Buyer.

14.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies
thereof for distribution to Buyer and Seller.

14.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

14.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other
documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or
copies thereof) deposited into Escrow by Buyer.

15. Joint Representations and Warranties. In addition to any express agreements of the Parties contained
herein, the following constitute representations and warranties of the Parties each to the other:

15.1 Each Party has the legal power, right and authority to enter into this Agreement and to consummate this
transaction.

15.2 The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and
the partners, officers or trustees of each Party, if any, have the legal power, right and actual authority to bind
each Party to the terms and conditions of those documents.

1 15.3 This Agreement and all other documents required to close this transaction are and will be valid, legally
2 binding obligations of and enforceable against each Party in accordance with their terms, subject only to
3 applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles
4 affecting or limited the rights of contracting parties generally.

5 **16. Indemnification.**

6 **16.1 Indemnification by Seller.** Seller agrees to indemnify, defend and hold Buyer harmless for, from and against
7 any and all claims, demands, liens, liabilities, costs, expenses, damages and losses, cause or causes of action
8 and suit or suits of any nature whatsoever arising from any misrepresentation or breach of warranty or
9 covenant by Seller in this Agreement. This indemnification shall include all costs and attorney fees.

10 **16.2 Indemnification by Buyer.** Buyer agrees to indemnify, defend and hold Seller harmless for, from and against
11 any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and
12 suit or suits arising out of the ownership and/or operation of the Property after the Closing Date or any
13 misrepresentation or breach of warranty or covenant by Buyer in this Agreement or any document delivered
14 to Seller pursuant to this Agreement. This indemnification shall include all costs and attorney fees.

15 **17. Hazardous Substances.**

16 **17.1 Definitions.** For purpose of this Agreement, the following terms have the following meanings:

- 17 (a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health,
18 industrial hygiene or the environment including, without limitation CERCLA (Comprehensive
19 Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources
20 Conservation and Recovery Act of 1976);
- 21 (b) "Hazardous Substance" means any substance, material or waste which is or becomes designated,
22 classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes
23 similarly designated, classified or regulated, under any Environmental Law including asbestos,
24 petroleum and petroleum products; and
- 25 (c) "Environmental Audit" means an environmental audit, review or testing of the Property
26 performed by Buyer or any third party or consultant engaged by buyer to conduct such study.

27 **17.2 Seller's Representations.** Except as disclosed in the Due Diligence Materials provided by Seller to
28 Buyer as of the date of this Agreement, to Seller's current actual knowledge:

- (a) No Hazardous Substances exist now or have been used or stored on or within any portion of the
Property except those substances which are or have been used or stored on the Property by Seller
in the normal course of use and operation of the Property and in compliance with all applicable
Environmental Laws;
- (b) There are and have been no federal, state or local enforcement clean-up, removal, remedial or
other governmental or regulatory actions instituted or completed affecting the Property;
- (c) No claims have been made by any third party relating to any Hazardous Substances on or within
the Property; and
- (d) There has been no disposal of Hazardous Substances or accidental spills which may have
contaminated the Property. There has been no on-site bulk storage of vehicle fuels or waste oils.

As used in this Agreement, the phrase "Seller's current actual knowledge" shall be limited to the
actual knowledge of Louis R. Wilhelm and Tami Wilhelm, without duty of inquiry or investigation into the
matter so qualified. "Seller's current actual knowledge" shall not be construed to refer to the knowledge of
any other agent or employee or principal of Seller.

1 17.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly
2 notify Buyer if it obtains actual knowledge that Seller or the Property may be subject to any threatened or
3 pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any
4 Hazardous Substance.

5 17.4 Environmental Audit. Buyer has ordered, at its sole cost and expense, an Environmental Audit. It
6 shall do so prior to the end of the Due Diligence Period and may quit this transaction if Buyer identifies
7 problems in its sole and subjective judgment that would preclude continuing with this transaction:

- 8 (a) The Environmental Audit shall be conducted pursuant to standard quality control/quality
9 assurance procedures. Buyer shall give Seller at least one (1) business day's prior notice of any
10 on-site testing of soil or subsurface conditions;
- 11 (b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by
12 Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly
13 restore the Property to the condition in which it was found immediately prior to Buyer's
14 Environmental audit;
- 15 (c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against
16 any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or
17 expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's)
18 entries into the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall
19 keep the Property free of mechanic's liens related to the activities of Buyer. Upon the request of
20 Seller, Buyer shall require it's agent's or independent contractor's to provide proof of liability
21 insurance to Seller.

22 18. **"As Is" Purchase.** Subject to Seller's pre-closing obligations under Sections 6, 7.1 and 8.1 of this
23 Agreement, and as a material inducement to Seller's execution and delivery of this Agreement and performance
24 of its duties under this Agreement: Except as otherwise provided in this Agreement, Buyer has agreed to accept
25 possession of the Property on the Closing Date on an "As Is" basis. Seller and Buyer agree that the Property will
26 be sold "As Is, Where is, with all Faults" with no right of set-off or reduction in the Purchase Price, and, except as
27 set forth in Section 17.2 of this Agreement, such sale will be without representation or warranty of any kind,
28 express or implied (including, without limitation, warranty of income potential, operating expenses, uses,
merchantability, or fitness for a particular purpose), and Seller disclaims and renounces any such representation
or warranty.

19 19. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and be
20 personally delivered (including by means of professional messenger service) or sent by registered or certified
21 mail, postage prepaid, return receipt requested to the addresses set forth in paragraph 2(h). All notices sent by
22 mail will be deemed received three (3) days after the date of mailing.

23 20. **Legal and Equitable Enforcement of this Agreement.**

24 20.1 Waiver of Specific Performance and Lis Pendens. In the event the Close of Escrow and the consummation of
25 the transaction contemplated by this Agreement do not occur by reason of a material uncured default by
26 Seller, Buyer will be entitled to payment of its reasonable out-of-pocket expenses incurred in connection
27 with the transaction. As material consideration to Seller's entering into this Agreement with Buyer, Buyer
28 waives any right: (a) to pursue an action for the specific performance of this Agreement and (b) to record or
file a notice of lis pendens or notice of pendency of action or similar notice against any portion of the
Property.

29 21. **Cooperation in 1031 Exchange.** Buyer shall cooperate with Seller in an Internal Revenue Code Section
30 1031 Exchange ("1031 Exchange") should Seller elect to engage in such exchange. All costs associated with
31 such 1031 Exchange shall be paid by Seller. The 1031 Exchange shall not modify any provision of this
32 Agreement.

1 22. **Release and Waiver.** Concurrently with the Close of Escrow, the hereinafter described release of claims
2 provision shall immediately and automatically go into full force and effect without the need for any further action
3 by the undersigned Parties or any of them. Seller, collectively and individually, hereby releases Buyer, its
4 respective departments, officers, directors, employees, and agents from any and all claims, whether known or
5 unknown, suspected or unsuspected, contingent or non-contingent, and liquidated or unliquidated, that directly or
6 indirectly consist of, arise under or relate to the Property, including but not limited to, the action filed in Riverside
7 Superior Court Case No. RIC10015716. It is expressly agreed by the parties that this release of claims does not
8 release any claims Seller may have or have had against the RCA. In regard to said release of claims provision,
9 Seller, collectively and individually, hereby waives the protections and provisions of California Civil Code
10 Section 1542, which states as follows:

11 “A general release does not extend to claims which the creditor
12 does not know or suspect to exist in his or her favor at the time
13 of executing the release, which if known by him or her must have
14 materially affected his or her settlement with the debtor.”

15 Seller has initialed this Section 22 to further indicate it’s awareness and acceptance of this release and waiver.
16 The provisions of this Section 22 shall survive the Close of Escrow.

17 Seller’s Initials: _____

18 23. **Miscellaneous.**

19 23.1 Counterparts. This Agreement may be executed in counterparts.

20 23.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or
21 unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each
22 remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted
23 by law.

24 23.3 Waivers. No waiver or any breach of any covenant or provision contained herein will be deemed a waiver
25 of any preceding or succeeding breach thereof, or of any other covenant or to, a licensed real estate broker
26 (individual or corporate), agent, or finder or other provision contained herein. No extension of time for
27 performance or any obligation or act will be deemed an extension of the time for, performance of any other
28 obligation or act except those of the waiving party which will be extended by a period of time equal to the
period of the delay.

 23.4 Successors and Assigns. Neither Party shall transfer or assign its rights or responsibilities under this
Agreement without the express written consent of the other Party.

 23.5 Entire Agreement. This Agreement (including the exhibits attached hereto) constitutes the entire contract
between the Parties hereto and may not be modified except by an instrument in writing signed by the Party
to be charged.

 23.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with
respect to each and every term, condition, obligation and provision hereof.

 23.7 Governing Law. The Parties hereto expressly agree that this Agreement will be governed by, interpreted
under, and construed and enforced in accordance with the laws of the State of California in which the
Property is located. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

 23.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without
the prior written consent of Seller and Buyer.

 23.9 Survival. Any provisions of this Agreement which by their terms require performance by either Party after
the Close of Escrow shall survive the Close of Escrow.

1 23.10 Brokers. Seller and Buyer represent and warrant to the other that neither Buyer nor Seller has employed
2 any broker and/or finder to represent its interest in this transaction. Each Party agrees to indemnify and hold
3 the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs
4 and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for
5 any commission or finder's fees in connection with the conveyance of the Property arising out of agreements
6 by the indemnifying party to pay any commission or finder's fee.

7 23.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the
8 body of this Agreement.

9 23.12 Assignment. Buyer shall neither assign Buyer's rights nor delegate Buyer's obligations hereunder without
10 Seller's prior written consent which may be withheld in Seller's sole discretion.

11 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and approved by the
12 Board of Supervisors of the County of Riverside.

13 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth
14 below.

15 Dated: _____

16 **SELLER:**

17 Wilhelm Ranch Family Limited Partnership

18 By: _____
19 Louis R. Wilhelm

20 **BUYER:**

21 COUNTY OF RIVERSIDE

22 By: Marion Ashley
23 Marion Ashley, Chairman
24 Board of Supervisors

25 **ATTEST:**

26 Kecia Harper-Ihem
27 Clerk of the Board

28 By: Karin Watts-Bazan
Deputy

APPROVED AS TO FORM:

Pamela Walls
County Counsel

By: Karin Watts-Bazan
Karin Watts-Bazan
Principal Deputy County Counsel

1 23.10 Brokers. Seller and Buyer represent and warrant to the other that neither Buyer nor Seller has employed
2 any broker and/or finder to represent its interest in this transaction. Each Party agrees to indemnify and hold
3 the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs
4 and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for
5 any commission or finder's fees in connection with the conveyance of the Property arising out of agreements
6 by the indemnifying party to pay any commission or finder's fee.

7 23.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the
8 body of this Agreement.

9 23.12 Assignment. Buyer shall neither assign Buyer's rights nor delegate Buyer's obligations hereunder without
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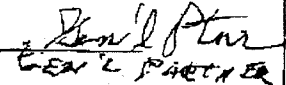
11 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and approved by the
12 Board of Supervisors of the County of Riverside.

13 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth
14 below.

15 Dated: _____

16 **SELLER:**

17 Wilhelm Ranch Family Limited Partnership

18 By:  
19 Louis R. Wilhelm ; GEN'L PARTNER

20 **BUYER:**

21 COUNTY OF RIVERSIDE

22 By: _____
23 Marion Ashley, Chairman
24 Board of Supervisors

25 **ATTEST:**

26 Kecia Harper-Them
27 Clerk of the Board

28 By: _____
Deputy

APPROVED AS TO FORM:

Pamela Walls
County Counsel

By: _____
Karin Watts-Bazan
Principal Deputy County Counsel


**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY**



MEMORANDUM

DATE: July 22, 2011

TO: Sandy Schlemmer, Senior Board Assistant
Clerk of the Board

FROM: Sue Anna Schatz, Real Property Coordinator
Economic Development Agency
Real Estate Division 

RE: Original Documents for: Wilhelm Ranch
Item No. 3.15
Agenda Date December 7, 2010

For your records are the original documents for the above mentioned Item No. If you have any questions you can notify me by e-mail sschatz@rc-facilities.org or (951) 955-4817. Thank you

SS:
Attachment: Recorded Grant Deed
Title Policy

cc: File Copy- 001EP/14555

2011 JUL 22 10:23

2011-7-108720

DOC # 2011-0174669

04/20/2011 11:36 AM Fees: \$0.00

Page 1 of 3

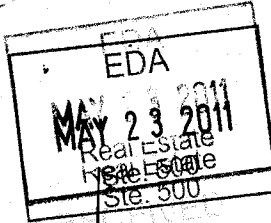
Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE CO.
NATIONAL COMMERCIAL SERVICES



Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 500
Riverside, California 92501

**This document was electronically submitted
to the County of Riverside for recording**
Received by: TVERBA

FREE RECORDING

This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

13.870/011811/001EP/COad

NCB 381726

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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APNs: 465-020-010⁶ and 465-020-011-9

DTT: Ø

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Wilhelm Ranch Family Limited Partnership,
a California limited partnership

GRANT(S) to the COUNTY OF RIVERSIDE, a political subdivision, the real property in the County
of Riverside, State of California, described as:

See Exhibit "A" attached hereto
and made a part hereof

5011 707 S2 WH 10:22

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 500
Riverside, California 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

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GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Wilhelm Ranch Family Limited Partnership,
a California limited partnership

GRANT(S) to the COUNTY OF RIVERSIDE, a political subdivision, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
and made a part hereof

APNs: 465-020-010 and 465-020-011

Dated: 1-19-2011

GRANTOR:

Wilhelm Ranch Family Limited Partnership

By: [Signature]
Name: Louis R Wilhelm
Its: general partner

By: _____
Name: _____
Its: _____

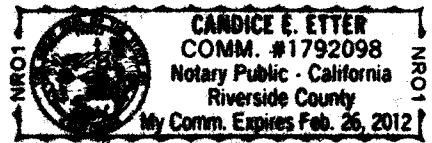
State of California)
County of Riverside) ss

On Jan 19, 2011, before me, Candice E Etter, a Notary Public in and for Said County and State, personally appeared Louis R Wilhelm, who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: 1-20-2011

By: [Signature]
Robert Field
Assistant County Executive Officer/EDA

WATER ENGINE
SOCIETY OF AMERICA
AMERICAN WATER WORKS
ASSOCIATION
1907



EXHIBIT "A"

PARCEL 1:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 5 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 30, 1915 IN BOOK 406 PAGE 135 OF DEEDS.

ALSO EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13,
THENCE WEST 70 RODS,
THENCE AT A RIGHT ANGLE NORTH 220 RODS,
THENCE AT A RIGHT ANGLE EAST, 50 RODS,
THENCE AT A RIGHT ANGLE NORTH, 20 RODS TO THE NORTH LINE OF SAID SECTION,
THENCE EAST ALONG SAID NORTH LINE, 20 RODS TO THE NORTHEAST CORNER OF THE WEST-HALF OF SAID SECTION;
THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION, 240 RODS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

APN: 465-020-011-9 and 465-020-010-8



OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

- police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

BY  PRESIDENT
ATTEST  SECRETARY



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- the Amount of Insurance; or
 - the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- the Amount of Insurance shall be increased by 10%, and
 - the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE



SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:
First American Title Insurance Company
5 First American Way
Santa Ana, CA 92707

File No.: **NCS-381726-ONT1**

Policy No.: **NCS 381726-SA1**

Address Reference: Vacant Land +/- 70.86 Acres, APN 465-020-010 & 465-020-011, Hemet, CA 92545

Amount of Insurance: \$10,185,000.00

Premium: \$6,621.00

Date of Policy: April 20, 2011 at 8:00am

1. Name of Insured:

County of Riverside, a political subdivision

2. The estate or interest in the Land that is insured by this policy is:

A Fee.

3. Title is vested in:

County of Riverside, a political subdivision

4. The Land referred to in this policy is described as follows:

Real property in the City of Hemet, County of Riverside, State of California, described as follows:

PARCEL 1:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 5 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 30, 1915 IN BOOK 406 PAGE 135 OF DEEDS.

ALSO EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13,
THENCE WEST 70 RODS,
THENCE AT A RIGHT ANGLE NORTH 220 RODS,
THENCE AT A RIGHT ANGLE EAST, 50 RODS,

TENCE AT A RIGHT ANGLE NORTH, 20 RODS TO THE NORTH LINE OF SAID SECTION,
TENCE EAST ALONG SAID NORTH LINE, 20 RODS TO THE NORTHEAST CORNER OF THE
WEST-HALF OF SAID SECTION;
TENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION, 240 RODS TO THE POINT OF
BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF
THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500
PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

APN: 465-020-011-9 and 465-020-010-8

SCHEDULE B

File No. **NCS-381726-ONT1**

Policy No. **NCS 381726-SA1**

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

Part One:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Part Two:

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Rights of the public in and to that portion of the land lying within Streets, Roads and Highways.
3. An easement for public utilities and incidental purposes, recorded March 13, 1928 in Book 756 of Deeds, Page 149.
In Favor of: The Southern Sierras Power Company
Affects: As described therein
4. An easement for public utilities and incidental purposes, recorded June 12, 1959 as Instrument No. 51367 in Book 2490, Page 399 of Official Records.
In Favor of: California Electric Power Company
Affects: As described therein
5. An easement for public utilities and incidental purposes, recorded June 12, 1959 as Instrument No. 51364 in Book 2491, Page 107 of Official Records.
In Favor of: California Electric Power Company
Affects: As described therein

6. An easement for drainage and incidental purposes, recorded July 24, 1970 as Instrument No. 71439 of Official Records.
In Favor of: The State of California
Affects: As described therein

7. An easement for pipelines, ingress and egress and incidental purposes, recorded May 6, 1971 as Instrument No. 47729 of Official Records.
In Favor of: Southern California Gas Company
Affects: As described therein

8. An easement for pipelines, ingress and egress and incidental purposes, recorded May 6, 1971 as Instrument No. 47730 of Official Records.
In Favor of: Southern California Gas Company
Affects: As described therein

9. The terms and provisions contained in the document entitled "Notice of Unrecorded Grant Agreement (with covenants)" recorded April 20, 2011 as Instrument No. 2011-0174670 of Official Records. By and Between: County of Riverside and the Wildlife Conservation Board



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

November 4, 2010

THE PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

FAX (951) 368-9018
E-MAIL: legals@pe.com

RE: NOTICE OF PUBLIC HEARING: RESOLUTION NO. 2010-295

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TUESDAYS: November 9, 16 and 23, 2010.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Mcgil

Cecilia Gil, Board Assistant to
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: PE Legals [legals@pe.com]
Sent: Wednesday, November 03, 2010 5:01 PM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: RES. NO. 2010-295

Received for publication on Nov. 9, 16 & 23

Thank You!
Maria

Maria G. Tinajero • Legal Advertising Department • 1-800-880-0345 • Fax: 951-368-9018

enterprisemedia

Publisher of the Press-Enterprise

Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.
Additional days required for larger ad sizes

From: Gil, Cecilia [mailto:CCGIL@rcbos.org]
Sent: Wednesday, November 03, 2010 4:55 PM
To: PE Legals
Subject: FOR PUBLICATION: RES. NO. 2010-295

Attached is a Notice of Public Hearing, for publication on 3 Tuesdays: Nov. 9, 16 and 23, 2010. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant to the
Clerk of the Board of Supervisors
951-955-8464

**THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.**

NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

Resolution No. 2010-295

Notice of intention to Purchase Real Property
in the Unincorporated Area of Hemet, County of Riverside, California
Assessor's Parcel Numbers: 465-020-010 and 465-020-011

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on October 19, 2010, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code, that this Board at its public meeting on or after November 30, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California intends to authorize a transaction in which the County of Riverside will purchase real property in the Unincorporated Area of Hemet, County of Riverside, State of California, known as Assessor's Parcel Numbers 465-020-010 and 465-020-011, more particularly described in Exhibit "A," attached hereto and made a part hereof, from the Wilhelm Family Ranch, L.P. consisting of 70.86 acres, for a price not to exceed Ten Million One Hundred Eighty-Five Thousand Dollars (\$10,185,000).

BE IT FURTHER RESOLVED AND DETERMINED that Economic Development Agency is to expend an amount not-to-exceed Forty Thousand Four Hundred Dollars (\$40,400) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, a hazardous materials survey, Economic Development Agency staff time and miscellaneous other studies as may be deemed necessary.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.

BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive Officer of the Economic Development Agency, or his designee, is authorized to execute the necessary documents to complete this purchase of real property.

(INSERT EXHIBIT A)

ROLL CALL:

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Abstain: Stone

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on October 19, 2010.

KECIA HARPER-IHEM, Clerk of said Board
By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: November 4, 2010

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

EXHIBIT "A"

PARCEL 1:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 5 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 30, 1915 IN BOOK 406 PAGE 135 OF DEEDS.

ALSO EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13,
THENCE WEST 70 RODS,
THENCE AT A RIGHT ANGLE NORTH 220 RODS,
THENCE AT A RIGHT ANGLE EAST, 50 RODS,
THENCE AT A RIGHT ANGLE NORTH, 20 RODS TO THE NORTH LINE OF SAID SECTION,
THENCE EAST ALONG SAID NORTH LINE, 20 RODS TO THE NORTHEAST CORNER OF THE WEST-HALF OF SAID SECTION;
THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION, 240 RODS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

APN: 465-020-011-9 and 465-020-010-8

① REMITTANCE ADDRESS
 POST OFFICE BOX 12009
 RIVERSIDE, CA 92502-2209
 FAX (951) 368-9026

① BILLING PERIOD 11/23/10 - 11/23/10
 ② ADVERTISING/CLIENT NAME BOARD OF SUPERVISORS
 ③ BILLING DATE 11/23/10 FOR BILLING INFORMATION CALL (951) 368-9713 ④ PAGE NO 1
 ⑤ TOTAL AMOUNT DUE 1,039.70 * UNAPPLIED AMOUNT ⑥ TERMS OF PAYMENT Due Upon Receipt

⑦ BILLED ACCOUNT NAME AND ADDRESS
 BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE
 P.O. BOX 1147
 RIVERSIDE CA 92502

⑧ BILLED ACCOUNT NUMBER 045202
 REP NO LE04

Statement #: 56570889 Amount Paid \$ _____ Your Check # _____

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

① DATE	② REFERENCE	③ ④ DESCRIPTION OTHER COMMENTS/CHARGES	⑤ SAU SIZE ⑥ BILLED UNITS	⑦ RATE	⑧ GROSS AMOUNT	⑨ NET AMOUNT
11/09	4245277 CO	PH RESOLUTION NO. 2010-295 Class : 10 Ctext Ad# 10458037 Placed By : Cecilia Gil	281 L	1.30		365.30
11/16	4245277 CO	PH RESOLUTION NO. 2010-295 Class : 10 Ctext Ad# 10458037 Placed By : Cecilia Gil	281 L	1.20		337.20
11/23	4245277 CO	PH RESOLUTION NO. 2010-295 Class : 10 Ctext Ad# 10458037 Placed By : Cecilia Gil	281 L	1.20		337.20

EDA
3-17 of 10/19/10
ihw

RECEIVED RIVERSIDE COUNTY
 CLERK / BOARD OF SUPERVISORS
 2010 DEC -6 PM 2:59

② CURRENT NET AMOUNT DUE	③ 30 DAYS	④ 60 DAYS	⑤ OVER 90 DAYS	* UNAPPLIED AMOUNT	⑥ PLEASE PAY THIS AMOUNT
					1,039.70

THE PRESS-ENTERPRISE 
 P.O. BOX 12009
 RIVERSIDE, CA 92502-2209
 TELEPHONE (951) 368-9711
 (951) 368-9720 □ (951) 368-9713

ADVERTISING STATEMENT/INVOICE

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



② STATEMENT NUMBER	③ BILLING PERIOD	④ BILLED ACCOUNT NUMBER	⑤ ADVERTISER/CLIENT NUMBER	⑥ ADVERTISER/CLIENT NAME
56570889	11/23/10 - 11/23/10	045202		BOARD OF SUPERVISORS

THE PRESS-ENTERPRISE

3450 Fourteenth Street
Riverside CA 92501-3878
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P.)**

Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: PH Resolution No. 2010-295

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673 and under date of August 25, 1995, Case Number 267864; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

11-09-10
11-16-10
11-23-10

I Certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: Nov. 23, 2010
At: Riverside, California



BOARD OF SUPERVISORS
P.O. BOX 1147
COUNTY OF RIVERSIDE
RIVERSIDE CA 92502

Ad #: 10458037

PO #:

Agency #: _____

Ad Copy:

NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

Resolution No. 2010-295
Notice of intention to Purchase Real Property
in the Unincorporated Area of Hemet,
County of Riverside, California
Assessor's Parcel Numbers:
465-020-010 and 465-020-011

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on October 19, 2010, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code, that this Board at its public meeting on or after November 30, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California intends to authorize a transaction in which the County of Riverside will purchase real property in the Unincorporated Area of Hemet, County of Riverside, State of California, known as Assessor's Parcel Numbers 465-020-010 and 465-020-011, more particularly described in Exhibit "A," attached hereto and made a part hereof, from the Wilhelm Family Ranch, L.P. consisting of 70.86 acres, for a price not to exceed Ten Million One Hundred Eighty-Five Thousand Dollars (\$10,185,000).

BE IT FURTHER RESOLVED AND DETERMINED that Economic Development Agency is to expend an amount not-to-exceed Forty Thousand Four Hundred Dollars (\$40,400) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, a hazardous materials survey, Economic Development Agency staff time and miscellaneous other studies as may be deemed necessary.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.

BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive Officer of the Economic Development Agency, or his designee, is authorized to execute the necessary documents to complete this purchase of real property.

EXHIBIT "A"

PARCEL 1:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 5 ACRES OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MARCH 30, 1915 IN BOOK 406 PAGE 135 OF DEEDS.

ALSO EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13,

THENCE WEST 70 RODS,
THENCE AT A RIGHT ANGLE NORTH 220 RODS,
THENCE AT A RIGHT ANGLE EAST, 50 RODS,
THENCE AT A RIGHT ANGLE NORTH, 20 RODS TO THE NORTH LINE OF SAID SECTION,
THENCE EAST ALONG SAID NORTH LINE, 20 RODS TO THE NORTHEAST CORNER OF THE WEST-HALF OF SAID SECTION;

THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION, 240 RODS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

APN: 465-020-011-9 and 465-020-010-8

ROLL CALL:

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Abstain: Stone

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on October 19, 2010.

KECIA HARPER-IHEM, Clerk of said Board
By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.64

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Economic Development Agency regarding Authorization to Purchase Real Property in the Unincorporated Area of Hemet – APN 465-020-010 and 465-020-011, 3rd District, is continued to Tuesday, December 7, 2010 at 9:30 a.m.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on November 30, 2010 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: November 30, 2010
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: *Kecia Harper-Ihem* Deputy

AGENDA NO.
3.64

xc: EDA, Auditor, CIP, CØB

12-07-10
3.152

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

446



FROM: Economic Development Agency

SUBMITTAL DATE:
October 6, 2010

SUBJECT: Resolution No. 2010-295, Notice of Intention to Purchase Real Property in the Unincorporated Area of Hemet, County of Riverside, California

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2010-295, Notice of Intention to Purchase Real Property located in the Unincorporated Area of Hemet, California, further described as County of Riverside Assessor's Parcel Numbers 465-020-010 and 465-020-011;
2. Authorize the Economic Development Agency to negotiate the purchase of the subject property, Assessor's Parcel Numbers 465-020-010 and 465-020-011, at a price not-to-exceed \$10,185,000;

Reviewed by
CIP
Christopher Hays
(ued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 10,225,400	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Multi-Species Project Trust Fund (#5852) 44%; Western Riverside County Regional Conservation Authority (RCA) 7%; Open Space Mitigation Fee 4%; and State Wildlife Conservation Board (WCB) 45%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended, and is set for Tuesday, November 30, 2010, at 9:00 a.m.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Abstain: Stone
Date: October 19, 2010
xc: EDA, CIP, Auditor, COB

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 3

Agenda Number:

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

3.64

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: Samuel Wong 10/6/10
 SAMUEL WONG
 FORM APPROVED BY: Karin L. Waters 10/15/10
 KARIN L. WATERS
 DATE: 10/15/10

Policy Policy
 Dept's Recomm.: Per Exec. Ofc.:
 Consent Consent

RECOMMENDED MOTION: (Continued)

3. Authorize the Economic Development Agency to incur typical due diligence and transaction costs not-to-exceed \$40,400, and
4. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061.

BACKGROUND:

In May of 2008, the Environmental Programs Department and Western Riverside County Regional Conservation Authority (RCA) determined that the above-referenced property was described for Conservation and should be included in the Multiple Species Habitat Conservation Plan (MSHCP) Conservation Area if it could be acquired. The property includes vernal pool habitat essential for several vernal pool species covered by the MSHCP. Negotiations to acquire the property were initiated with the RCA but the parties were unable to come to agreement on terms. The property owner has requested and received assistance from County staff in facilitating an acquisition.

As part of this process, staff initiated the preparation of a new appraisal in order to assist in obtaining Section 6 matching funds from the State Wildlife Conservation Board (WCB). We anticipate that the County and RCA will provide local funding of 55% of the purchase price in order to obtain the 45% match in Section 6 funding. Funding is available from reserved Open Space Mitigation fees collected prior to approval of the MSHCP; from an established Multi-Species Project Trust Fund (#5852); and from the RCA (up to \$800,000). Staff has requested that this acquisition be scheduled for consideration by the WCB on November 18, 2010.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary to acquire Assessor's Parcel Numbers 465-020-010 and 465-020-011:

Purchase Price	\$10,185,000
Estimated Title and Escrow Charges	\$ 17,000
Preliminary Title Report:	\$ 450
Due Diligence Expense	\$ 3,000
Appraisal	\$ 10,950
Acquisition Administration	\$ <u>9,000</u>
Total Estimated Acquisition Costs:	\$10,225,400

Any necessary budget adjustments will be brought forward under separate cover seeking authorization to purchase the real property.

All costs associated with this property acquisition are fully funded through the Environmental Programs Department for FY 2010/2011. Thus, no additional net county costs will be incurred as a result of this transaction.

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Resolution No. 2010-295
Notice of intention to Purchase Real Property
in the Unincorporated Area of Hemet, County of Riverside, California
Assessor's Parcel Numbers: 465-020-010 and 465-020-011

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on October 19, 2010, and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code, that this Board at its public meeting on or after November 30, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California intends to authorize a transaction in which the County of Riverside will purchase real property in the Unincorporated Area of Hemet, County of Riverside, State of California, known as Assessor's Parcel Numbers 465-020-010 and 465-020-011, more particularly described in Exhibit "A," attached hereto and made a part hereof, from the Wilhelm Family Ranch, L.P. consisting of 70.86 acres, for a price not to exceed Ten Million One Hundred Eighty-Five Thousand Dollars (\$10,185,000).

BE IT FURTHER RESOLVED AND DETERMINED that Economic Development Agency is to expend an amount not-to-exceed Forty Thousand Four Hundred Dollars (\$40,400) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, a hazardous materials survey, Economic Development Agency staff time and miscellaneous other studies as may be deemed necessary.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.

BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive Officer of the Economic Development Agency, or his designee, is authorized to execute the necessary documents to complete this purchase of real property.

FORM APPROVED COUNTY COUNSEL
BY: *Karin L. Watts* 10/15/10
DATE: KARIN L. WATTS-BAZAN

CO:ra
100410
001EP
13.686

2 RESOLUTION NO. 2010 – 295

3 NOTICE OF INTENTION TO PURCHASE REAL PROPERTY
4 IN THE UNINCORPORATED AREA OF HEMET, COUNTY OF RIVERSIDE, CALIFORNIA
5 ASSESSOR'S PARCEL NUMBERS: 465-020-010 AND 465-020-011

6 ADOPTED by Riverside County Board of Supervisors on October 19, 2010.

7 ROLL CALL:

8 Ayes: Buster, Tavaglione, Benoit, and Ashley
9 Nays: None
10 Absent: None
11 Abstain: Stone

12 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
13 Supervisors on the date therein set forth.

14 KECIA HARPER-IHEM, Clerk of said Board

15 By:  Deputy

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EXHIBIT "A"

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THENCE AT A RIGHT ANGLE NORTH 220 RODS,
THENCE AT A RIGHT ANGLE EAST, 50 RODS,
THENCE AT A RIGHT ANGLE NORTH, 20 RODS TO THE NORTH LINE OF SAID SECTION,
THENCE EAST ALONG SAID NORTH LINE, 20 RODS TO THE NORTHEAST CORNER OF THE WEST-HALF OF SAID SECTION;
THENCE SOUTH ALONG THE CENTER LINE OF SAID SECTION, 240 RODS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE SECOND SAN DIEGO AQUEDUCT CANAL AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEEDS RECORDED JUNE 30, 1959 IN BOOK 2500 PAGE 593 AND JULY 20, 1959 IN BOOK 2512 PAGE 270, BOTH OF OFFICIAL RECORDS.

APN: 465-020-011-9 and 465-020-010-8